

Bismarck Tribune.

VOL. 2.

BISMARCK, D. T., WEDNESDAY, JUNE 2, 1875.

NO. 47

The Bismarck Tribune.

An Independent Newspaper published by
THE BISMARCK TRIBUNE CO.

SUBSCRIPTION PRICES:
One year..... \$8.00 Three months..... .75
Six months..... 1.25 Single copies..... .50
Subscriptions payable invariably in advance.

THE TOWNSITE MUDDLE.

The hearing in the townsite case before the U. S. Land officers at this point closed Friday, two weeks having been occupied in taking the testimony. There seemed to be an honest attempt on the part of everybody connected with the case to get at the exact facts, to the end that no injustice may be done any party.

As the trial progressed one after another of the contestants, on paper, dropped out, narrowing the conflict down to the corporate authorities and Hackett and Joy, as to the NW $\frac{1}{4}$ of 4, on which the principal portion of the city is situated, and the corporate authorities and Proctor on the W $\frac{1}{4}$ of NE $\frac{1}{4}$, and the County Judge and Proctor and Williams on the E $\frac{1}{4}$ of NE $\frac{1}{4}$. Joy does not stand the ghost of a show, nor does Williams, so that the contest is practically narrowed down to the corporate authorities and Hackett and Proctor; and the evidence clearly shows that the town was laid out and occupied a month before Hackett came into the country, and occupied for purposes of trade about the time he came, while Proctor did not come for nearly two months after Hackett, and when he came he bought a lot and built a house on it as such and subsequently virtually gave Col. Sweet a quit claim deed of it. On the one hand we have these two men who come here and staked out for agricultural purposes, as they allege, a tract of unsurveyed land on which a city was being built; they allowed people to go on and erect buildings for purposes of trade and make public improvements, without a word of warning from them that they should claim the land, and of course, their improvements, one of them even acting as a contractor and builder, building up a city on his pretended farm, of which he afterwards became Mayor; and on the other, several hundred persons who claim lots under the townsite law of 1867, on which they have placed improvements valued at not less than two hundred thousand dollars; and it cannot be that the Department will ignore the rights of all these people and award their property—their lots and improvements—to these two pre-emptors, who certainly have not very clearly shown that they intended taking a farm instead of gobbling a city.

The lawyers are required to file their briefs by the first of July, when the case with the opinion of the local land officers will be forwarded to the Commissioner of the General Land Office. The importance of the case will probably cause its immediate consideration, both at the General Land Office and by the Department of the Interior, to which it will undoubtedly be appealed, and a patent may be expected about next September.

In the mean time a perfect understanding has been had between the city and the railroad company, so that while in our judgment there can be no doubt about the result of the contest, there is no longer any doubt about the permanent location of the town. Bismarck will remain where it is.

As to the result of the contest on the Jackman claim we shall not hazard an opinion; the people have but little interest in it one way or the other.

Both the President and the Secretary of the Interior gave the Indians now in Washington to understand that they must surrender the Black hills or shift for themselves hereafter. Under the treaty of 1868, the government is not required to feed the red skins after 1874, and the rations they have received since that time have been a gratuity from the government. The President called attention to the fact that the whites now numbered 200 to one Indian.

an and are so rapidly increasing, that in a few years it will be impossible to fix any point within our territory where they will not go, and the Indians can make better terms now than they probably ever will be able to make again. The prospect is very fair for making a treaty which will open the Black Hills, but there will be considerable delay as the Indians must consult with their people. A council will be called at an early day, to meet at one of the agencies in the Indian country where all of the tribes can be represented when the matter will probably be finally concluded.

Minneapolis is infested with incendiaries whose special aim seems to be the destruction of lumber. Petit & Robin, son, Cook Gaines & Co. and Gibson & Tyler are the latest sufferers. The Mayor offers \$1000 reward for the arrest of the incendiaries.

The Fargo Express and Mirror and Glyndon Gazette have been suspended and from the wreck will issue the Fargo Times at an early day. Mr. Barker retires to his potato patch, where it is to be hoped he will be permitted to earn his bread and butter undisturbed by "Bowels" or other complaints. Harwood goes east on a visit, and Chambers will run one of the newest papers on the line of the N. P.

The Minneapolis Tribune recently found that it cost \$2000 to malign an innocent individual even though the information came through a seemingly responsible person. The sensational account which they recently published of Bismarck under arrest and which has been widely copied would cost them a great deal more if the parties aggrieved chose to push it. In the latter case a whole community was libeled, and injured, as far as a newspaper article could injure it. Not one of the persons mentioned are even suspicioned of crime.

C. A. Roberts left for Fargo, and G. W. Bowen for St. Paul Tuesday.

Major Clark, of the 17th Infantry, greeted his friends at Bismarck Monday.

Mrs. Jackman, mother of John J. Jackman, arrived Monday to visit her son at Bismarck.

John A. Stoyell and Geo. P. Flannery, lawyers, left Tuesday morning for Fargo to attend the term of the U. S. Court in session there.

Mrs. Thomas Van Etten and Mrs. G. W. Plumley left Tuesday on a short visit to their old homes in Minnesota—the former accompanying her father, Col. Sweet.

J. C. Dodge received the congratulations of everybody on his return a few days ago with (late) Miss Carré McCorry, of Douglas Co., Minn., now Mrs. J. C. Dodge, of Bismarck.

Col. Wilson and Major Dickey left for Fargo Tuesday, having been summoned on the U. S. grand jury. Bismarck gives Fargo a decided benefit at the present term of court.

Among those attending the land contest who left Tuesday were Thomas H. Canfield, Col. Geo. W. Sweet, Capt. O. Taylor, D. M. Robbins, Frank Broadwell and "Nobby" Collins.

R. D. Jennings and Col. Brownson, Geo. Gibbs, Henry Suttle and Frank Brown, the two former of the grand jury and the latter of the petit jury, left for the U. S. Court at Fargo Tuesday.

Col. W. A. Paxton, of Omaha, arrived Monday evening on his way to Standing Rock where he is interested in contracting.

The Col. is one of those live, wholesaled men who is always welcome.

A. L. Bonnefin, Jr., left for St. Paul Tuesday morning. H. S. Parkins and Capt. Harmon left for Standing Rock Sunday. Capt. Harmon has wholly closed out his interests at Fort Rice to a Mr. Smith, of Cincinnati, Ohio, who has become associated with Mr. Pitts.

Judge Flandreau, att'y for the City, and Geo. John B. Sanborn, att'y for Jackman, Hackett and Proctor in the late townsite contest, left for St. Paul Saturday, having spent two weeks here, they say, very pleasantly. Col. Wilson gave a party at his office the evening before they left which was enjoyed immensely by the fifteen or twenty, all the room would hold, invited on by the Colonel.

THE TOWNSITE.

The Testimony for Hackett Continued—Mr. Joy's Intimidation—Child Not Collected Himself—Why Williams Jumped Proctor's Claims Sunday Night—The Cases of Jackman and Plummer.

We take up the evidence in the townsite case where we left it last week, commencing with the testimony of Mr. Collins on behalf of Edmond Hackett:

Cornelius Collins sworn.—I reside in Bismarck; have resided here since about the 18th of May, 1872. I know Geo. W. Sweet; I made a contract to hold claims and turn them over to him; that was in 1872; that contract was in writing and signed by me and delivered to Geo. W. Sweet; I have not had it in my possession since. Witness was shown a paper which he swore was a true copy of the contract he made with Col. Sweet. The paper was filed in evidence. It certified that the party sold his right as a squatter, pre-emptor or homesteader, to any tract of land Mr. Sweet chose to put him on for the sum of \$8.50, and a salary of \$40 per month and board.

Objected to by Judge Flandreau as immaterial &c.

Examination continued: there were several other persons employed at the same time and for the same purpose by Mr. Sweet; I never saw Sweet's pre-emptors order off but two men; it was generally understood that they were to attempt to prevent others from holding claims in this vicinity and I personally know that two were ordered off; it was generally understood that any one to stay on this bench where Bismarck now stands must get permission from Geo. W. Sweet; one of Sweet's employees was holding Hackett's claim in August 1872.

Cross examined by Mr. Sweet.—I was at Mr. Sweet's office in St. Paul in the month of December last; I did not then volunteer to come to Bismarck as a witness in this case; I did not then and there propose to testify to facts that would defeat Hackett's claim to the land in content; I did not then offer to come up and testify if I could be paid for it; I think it was in November I was in Sweet's office; I never mentioned Hackett's name; Sweet said he would not let Hackett prove up because he could not trust him. The cross examination was suspended until to-morrow.

Col. Geo. Gray appeared for the N. P. R. R. and filed a statement claiming the right of way granted across the N $\frac{1}{4}$ section 4, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 5 granted by act of congress &c., and objected to any patent being granted which would interfere with the rights of the Northern Pacific R. R. Company.

SATURDAY, MAY 22d.
Cross examination of Cornelius Collins by Col. Sweet.—I did not propose to Col. Sweet in November last to swear in this case if I could be paid for it; I did not at any time say to Judge Bowen that I would testify in this case or any case connected with it for the man who would pay me the most money; I did not say to Mr. Van Etten that I would not testify in this contest until they would come down with the money; I did make such a statement about Mr. Courtney's claim; I did not offer to swear for money, but I did propose to remain and be his witness if he would pay me the wages I was to receive on the boundary survey; I could not afford to waste my time; I did not assist Mr. Hackett to survey his claim on Apple Creek; I did not know he had one until Sweet told me; I never told any one that I had assisted Mr. Hackett to survey a claim on Apple Creek; I never told any body I would swear I did; I made a written agreement with Sweet at Fort Lincoln; it was witnessed by L. L. Christy; I don't know if it was signed by Sweet; I don't know whether Christy signed it; he was employed by Sweet also; the copy of this agreement I made in 1873; I made the copy from recollection; I made the copy at the request of John Wasson (Buffalo Jack); I never had the copy in my possession only just while signing it and was sworn to it; I had the original in my possession just while I was signing it; Sweet handed it to me to sign and put it back in his pocket; I can't say whether the copy in evidence is in my hand writing or whether Mr. Wasson wrote it; I know I signed it and swore to it right after; (witness signs his name on a blank sheet at the request of Col. Sweet and the signature was attached to the purported copy); I saw the paper when I first signed and swore to it and have not seen it since until yesterday; (on examining the copy) the signature is mine; the body is not; I have seen this now three times; the original but once. Here witness attempted to give verbally a copy of the paper as follows: "Fort McKeon, (now Lincoln) Aug. 9th, 1872. This is to certify that I have this day sold all my right as a home-

steader, pre-emptor, or squatter, to Geo. W. Sweet, agent and attorney, for the Lake Superior and Puget Sound Land Company for the sum of \$3.50 and to hold whatever quarter section he put me on, for the sum of forty dollars per month, and turn the same over when proved up." I am willing to swear that what I have repeated is the language of the contents of the copy in this record to the best of my recollection, and I have just read it; it is the substance anyhow.

Cross examined by Mr. Simmons.—I acted under instructions while in the employ of that company; I had instructions to keep off those who tried to hold other claims in this vicinity or off of lands held by members of this association of twenty; anybody who came on the script claims on the bottom or upon this bench (Bismarck townsite) was to be ordered off unless they had permission from Geo. W. Sweet; he had stakes marked "script" in May 1872; I do not know whether script was placed upon these claims; all I know these stakes were so marked; afterwards these twenty men were put upon the script claims; these claims were on the bottom and on this bench; I believe some claims were taken below Apple Creek by the company; they never put anybody to live on them; I know Reed who purported to hold a claim below Apple Creek in 1872; I heard Sweet order him off the claim; Sweet surveyed the claim below Apple Creek; the order for the man to leave was accompanied with threats; I know the party left in consequence of these threats.

Cross examined by Col. Sweet.—It was in the latter part of May 1872 that Sweet ordered Reed off; I was present at the time; it occurred right here at the well; he was watering his horses; I mean the well right here in section 4; I don't know if the claim was on Fort Rice military reservation; this conversation was three or four miles from the claim; the claim was right on the flat across Apple Creek, on the south side; the military reservation of Fort Rice was not surveyed at that time; I told Sweet that this was Mr. Reed that he had been looking for. Mr. Sweet asked him was he the man who had settled on a claim near Apple Creek; he said yes; Sweet told him he wanted him to leave there inside of three days; he said he would not; Sweet said he would have the soldiers down there to put him off if he would not be gone; the claim was part timber and part prairie; Sweet did not tell him he was on the military reservation; Mr. Sweet was not the attorney for the Northern Pacific Railroad Company, at that time, that I know of; I don't know that he was acting as such attorney; I don't know that the employees of the R. R. had any difficulty to obtain timber.

Wm. B. Shaw sworn.—I reside in Bismarck; I am one of the firm of Shaw, Oathcart & Patton, who made the first improvements on lots 7 and 8, block 50, of the town of Bismarck according to the plat in evidence; we first began to improve these lots somewhere from the 5th to the 30th of July, I think we commenced to build about the 15th of July 1872; that was the first improvement we made upon what is now known as the townsite of Bismarck.

Cross examined by Col. Sweet.—The lots testified to were secured on application to Col. Sweet; I don't know how long before we commenced building; selected them one Sunday; and paid Sweet for them; we arrived here on the 28th day of May, Friday morning; the next Sunday two weeks we walked over here together and picked out those lots; the mosquitos were so very thick is why I remember it; we sat down on a stone and cursed the country; it was a fact notorious when I came here that this was where the town would be; I don't think any thing was said about a town site; I saw the stakes at the time I bought these lots, along what is now Main Street; they were plain to be seen; I purchased these lots to get title to; to build as we proposed to build a town; I did not know that Mr. Hackett claimed this land when I bought these lots. I was not acquainted with Mr. Hackett at that time; I may have seen him; do not know when I first heard of Mr. Hackett claiming this land; It may have been in the summer or fall of 1872 and may not have been until the spring of 1873; I thought the coast was clear and I was all right when I bought my lots; I am the same Mr. Shaw that made an affidavit for a re-hearing in this case.

Robert A. Farrel sworn.—I have been sworn in this case before on behalf of Mr. Proctor; I know Edmond Hackett; and have known him since the 14th of June, 1872; I met Mr. Hackett when he was engaged in building; it was about the 20th of June, 1872; he was putting up a house or laying the foundation for one on this claim; the conversation on my part was in regard to the quality of the land; he said he was putting up a

building for a dwelling house as his family would be here on the return trip of the Steamboat Miner; he did not say anything to me about holding a claim; Dr. Burleigh came along and asked him what he was doing, and when Hackett told him he was building a dwelling he laughed at him about the land being good for nothing, said it would not raise white beans; Hackett said he would risk it as to that and that he proposed to send for his family and make this his home; the words he used were, as near as I can recollect, that he proposed to make this his home and live here thereafter.

Stephen Welch sworn.—I know Edmond Hackett and have known him for 18 years; was here in July 1872; I was then working for the engineer party on the line of the Northern Pacific Railroad; at that time, about the 22d of July; he took me and we walked over the ground back of Burleigh's headquarters and he told me he had taken this as a claim, that his family was coming on Burleigh's boat; he was living in an "A" tent and had some logs for a house.

Mrs. Edmond Hackett sworn.—I am the wife of Edmond Hackett the applicant here. The atty. for the corporate authorities objected to the evidence of Mrs. Hackett as incompetent.

Examination continued: We came here from Sioux City, Iowa; my husband left before me to come here; I received letters from him after his arrival here, before I left my home in Sioux City; I received a letter dated June 17th 1872, written by my husband; I have lost that letter, at least I could not find it; I think it is destroyed as a lot were destroyed; he stated in that letter that he had a claim taken at the crossing and directed me to get ready to come up here.

The attorney for the corporate authorities objected to the statement of the party's declaration in his own favor as incompetent.

Examination continued: He told me to bring my family and go to the Capt. of the Miner and tell him I was the wife of the man who had made arrangements to bring his family to the crossing; I took my family and came up on the steamboat Miner bringing our household goods and personal effects; we arrived at the landing in front of Bismarck on the 7th of August 1872; found my husband here; on enquiring of my son he said his father was on the claim fixing his house for me to come in; he told me the reason why he did not come after me was that he was at work on a house for me to go into on his claim; I went on the claim on the 8th day of August 1872, the next day after I arrived here, with my family. The claim we then went on was the one he now claims and which is in contest here; have continued to reside on the claim ever since; never have slept an hour off of it; never have removed from it; my husband has never moved from it to take another claim; I don't know of his taking or attempting to take another claim since we came upon this; My husband was born in Bombay, Franklin County New York; I have four children; my husband was a laboring man; he had to work for a living for himself and family; myself and husband have done all we could to improve the claim since we came here.

Cross examined by Col. Sweet.—I became acquainted with Mr. Hackett 22 years ago; he was then about 20 years old as I learned from his mother's talk; I was born in Ireland; I was 18 years old when I came to this country; I did not know Mr. Hackett before I came to this country; the house we moved into was a frame covered with boards; it was built of slabs; I don't know the number of people who occupied this land when I came; I could not tell you whether there were forty or fifty; I could swear there was somewhere between twenty and fifty; I don't remember whether other persons had improvements more valuable than Mr. Hackett's at that time; I can't tell you the lot and block on which he built; I can't tell what street we built on; I don't know what street his house is now on; it is on the edge of a sidewalk; I don't know anything about the line of the street; I don't know how many lots my husband has fenced in; I don't know anything about lots and blocks; I don't know how many houses there are on the block where his house is; as to whether there are five or six I never counted them; I don't know anything about blocks and streets; I don't know whether there is a street on each side of the block on which I live. I was between 18 and 19 years old when I came to this country I came here in 1853; my husband was born in this country; I lost the letter my husband wrote me either in moving up here or since; I remember well the contents of the letter, I don't know whether the letter was headed Bismarck or Edwinton; Edwinton I guess; I don't remember how it was headed; the letter did not

